

TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W

THE CHRYSLER BUILDING

405 LEXINGTON AVENUE

NEW YORK, NEW YORK 10174

www.troutmansanders.com

TELEPHONE: 212-704-6000

FACSIMILE: 212-704-6288

Lee Henig-Elona
lee.henig-elona@troutmansanders.com

Direct Dial: 212-704-6114
Direct Fax: 212-704-5939

September 21, 2006



SDMS DocID

456161

Via Federal Express

Melissa Taylor, Remedial Project Manager
U. S. Environmental Protection Agency
Office of Site Remediation and Restoration
1 Congress Street, Suite 1100 (HBO)
Boston, MA 02114-2023

Superfund Records Center
SITE: Shpack
BREAK: 11.9
OTHER: 456161

Re: Shpack Landfill Superfund Site

Dear Ms Taylor:

We represent Swank, Inc. ("Swank") in connection with EPA's Special Notice, dated August 15, 2006, pursuant to Section 122(e) of CERCLA, for a Remedial Design/Remedial Action at the Shpack Landfill Superfund Site in Norton, MA and Attleboro, MA (the "Site"), and we are writing to you about Swank's de micromis status.

As you may know, on September 14, 1990, Swank signed an Administrative Order by Consent for Remedial Investigation/Feasibility Study (the "Order") relating to the remedial investigation/feasibility study at the Site. Under then applicable law, Swank faced the possibility of joint and several liability for the entire cost of the Site investigation, as well as for the remedial action at the Site. Accordingly, Swank was compelled to sign the Order and to join the group of potentially responsible parties (the "PRP Group") who undertook the study. Since that time, Swank and its insurance carrier have contributed to the PRP Group and the EPA in excess of \$1,110,000 for the costs of the remedial investigation/feasibility study.

However, with the subsequent enactment in 2002 of the *Small Business Liability Relief and Brownfields Revitalization Act* (the "Act"), relevant statutory exemptions provide relief from CERCLA liability for certain persons, including "de micromis parties" as defined in Section 107(o) of the Act. Swank falls within this statutory exemption for liability for response costs for de micromis parties. The total amount of material contributed to the Site by Swank

ATLANTA • HONG KONG • LONDON • NEWARK • NEW YORK • NORFOLK •
RALEIGH RICHMOND • TYSONS CORNER • VIRGINIA BEACH • WASHINGTON, D.C.

Melissa Taylor, Remedial Project Manager
September 21, 2006
Page 2

(approximately 20 gallons consisting of a mixture of trichloroethylene and oil and/or polishing compound solids (waxes, animal fats, and abrasives)), falls below the statutory limits for de micromis parties, the Site is listed on the EPA's National Priorities List, and all of Swank's disposal of materials occurred prior to April 1, 2001. In that connection, we also refer you to Swank's response of August 26, 2005 to the EPA's Request for Information dated June 28, 2005, which included Swank's prior response to the EPA's 1990 Request for Information (the "Responses"), for additional related information. In sum, as a de micromis party, Swank is now entitled to relief from CERCLA liability. A copy of Swank's Responses are enclosed.

Moreover, even if, for the sake of argument, we assume that Swank falls outside the objective requirements for a statutory exemption as a de micromis party (Swank does not believe it does), there are subjective factors, including EPA discretion in the course of its review of the facts and circumstances relating to the Site, as a result of which Swank would be considered to be a non-exempt de micromis party. As such, Swank is entitled to protection through an administrative settlement with the EPA and a waiver of claims against Swank by the group of settling potential responsible parties ("PRPs") with regard to the Site.

As noted in the Responses and as detailed above, Swank has contributed an insignificant amount of waste to the Site, the impact of which was inconsequential in light of the total amount and type of waste contributed by others.

In addition, there exists a substantial possibility of legal action by the settling PRPs against Swank for contribution, despite Swank's status as a de micromis party. The PRPs that are forming with regard to the remedial action at the Site have been quite aggressive. Of particular concern is that, before the Act, Swank has participated as a member of the PRP Group for the remedial investigation/feasibility study at the Site at an allocation percentage that bore no relation to the relatively small contribution of wastes by Swank to the Site, and Swank has contributed substantial sums, even in times of severe financial distress. Accordingly, due to its prior participation, Swank is in a higher profile position than it would otherwise be if it had not complied with its responsibilities under the Order, and Swank believes the likelihood of action against it by others to compel its financial and other participation is considerable.

In sum, in light of the immaterial amount of waste contributed by Swank at the Site, the minor impact of that waste, the potential threat of action by PRPs at the Site, and Swank's prior and proposed financial contributions of Swank to the Site, Swank meets the criteria under EPA's policy guidelines for a de micromis settlement and for de micromis protection from PRP contribution and other actions. Accordingly, we respectfully request, on Swank's behalf, that under these unusual circumstances EPA and Swank should promptly enter into a de micromis settlement and that EPA assure Swank that in any future consent decree, Swank will be afforded de micromis protection from PRP contribution and other actions.

Melissa Taylor, Remedial Project Manager

September 21, 2006

Page 3

However, Swank is not requesting a "zero dollar" settlement, as discussed in EPA's 2002 de micromis settlement policy. Instead, in order to defray both the EPA's transactional costs of settlement and the present and future costs by the EPA with regard to the Site, Swank would be willing to contribute an additional sum of \$50,000, making its total extraordinary contributions as a de micromis party with regard to the Site in excess of \$1,160,000.

As a de micromis party, and given the equitable purposes of the Act, Swank simply believes it should not be compelled to expend additional amounts with regard to the Site. Even under the EPA's 2002 de micromis settlement policy, the EPA set forth its belief that de micromis parties should not be pursued or compelled to expend amounts to resolve potential liability under CERCLA.

In light of the deadline for an official response to the EPA's August 15, 2006 Special Notice, we would very much appreciate hearing from you at your earliest convenience. Thank you for your consideration.

Very truly yours,



Lee Henig-Elona

LHA:mak
Enclosures

cc: Audrey Zucker, Senior Enforcement Counsel (w/enclosures)
Susan Studlien, Director, Office of Site
Remediation and Restoration (w/enclosures)

— TROUTMAN SANDERS LLP —

A T T O R N E Y S A T L A W
A LIMITED LIABILITY PARTNERSHIP

THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NEW YORK 10174
www.troutmansanders.com
TELEPHONE: 212-704-6000
FACSIMILE: 212-704-6288

Lee Henig-Elona
lee.henig-elona@troutmansanders.com

Direct Dial: 212-704-6114
Fax: 212-704-6288

August 26, 2005

Via Federal Express

US Environmental Protection Agency - Region 1
Attn: Barbara O'Toole (HBS)
Search and Cost Recovery Section
Office of Site Remediation and Restoration
1 Congress Street – Suite 1100
Boston, MA 02114-2023


Re: Shpack Landfill – Response to Request for Information

Dear Ms. O'Toole:

We represent Swank, Inc. in connection with EPA's Request for Information concerning the Shpack Landfill Superfund Site. Enclosed please find Swank Inc.'s response to EPA's June 28, 2005 Request.

Please feel free to contact me if you have any questions.

Very truly yours,


Lee Henig-Elona

Encl.

ATLANTA • HONG KONG • LONDON • NEW YORK • NORFOLK • RALEIGH
RICHMOND • TYSONS CORNER • VIRGINIA BEACH • WASHINGTON, D.C.

NEWYORK01 1070077v1 357055-000069



90 PARK AVENUE – NEW YORK, N.Y. 10016
212-867-2600
FAX 212-370-1039

August 26, 2005

Via Federal Express

U.S. Environmental Protection Agency
Attention: Barbara O'Toole (HBS)
Search & Cost Recovery Section
Office of Site Remediation & Restoration
1 Congress Street, Suite 1100
Boston, MA 02114-2023

Re: Response to EPA's Request for Information dated June 28, 2005
for the Shpack Landfill Superfund Site, Attleboro and Norton, MA

Dear Ms. O'Toole,

On behalf of Swank, Inc. ("Swank"), I have set forth below Swank's responses to the EPA's Request for Information dated June 28, 2005 for the Shpack Landfill Superfund Site reference above (the "Site").

As you are aware, by letter dated January 12, 1990, EPA issued a Request for Information to Swank (the "Prior Request"), a copy of which is attached to this letter as Exhibit A. A copy of Swank's November 30, 1990 amended responses to questions 1 – 9 of the Prior Request (the "Prior Request Responses") is attached to this letter as Exhibit B. In addition, while Swank does not know the exact date when questions 10 – 16 were answered, it does have what it believes were Swank's responses to those questions, and those responses are attached to this letter as Exhibit C. In that connection, although Swank has retained the documents referred to in Exhibit C, a number of them (e.g., income tax returns, periodic filings with the Securities and Exchange Commission, and other documents, in each case relating to or in effect in the late 1980's and/or the year 1990) are not included with this letter, either because the EPA should already have them or the information contained in them no longer provides useful information. Nevertheless, we would be happy to provide them to you upon request.

We hope that the information provided will be helpful.

Specific Responses to Request for Information

1. **Generators – General:** See the Prior Request Responses.

a. See paragraph 9.i. of the Prior Request Responses.

b. See paragraph 9.b. of the Prior Request Responses.

c. See paragraph 9.c. of the Prior Request Responses. It is unknown whether Swank's approximately 20 gallons of still bottoms that were disposed of in 1955 were placed at the Dumont Site and/or the Shpack Site.

d. During the applicable period in 1955, Swank used either the Shpack Site or the adjacent Dumont Site for daily disposal of approximately six cubic yards of general trash (paper, boxes, food waste, plastic, wood, etc.).

e. Swank.

f. See paragraph 9.c. of the Prior Request Responses.

g. Unknown. See paragraph 9.g. and 9.h. of the Prior Request Responses.

h. See paragraph 9.i. of the Prior Request Responses.

i. Unknown.

j. According to a letter dated January 24, 1991, the material would have been put in any convenient container, generally, a pail. See Exhibit D hereto.

2. **Generators – General:** See the Prior Request Responses.

a. See paragraph 9.i. of the Prior Request Responses.

b. See paragraph 9.b. of the Prior Request Responses.

c. See paragraph 9.c. of the Prior Request Responses. It is unknown whether Swank's approximately 20 gallons of still bottoms that were disposed of in 1955 were placed at the Dumont Site and/or the Shpack Site.

d. During the applicable period in 1955, Swank used either the Shpack Site or the adjacent Dumont Site for daily disposal of approximately six cubic yards of general trash (paper, boxes, food waste, plastic, wood, etc.).

e. Swank.

- f. See paragraph 9.c. of the Prior Request Responses.
- g. Unknown. See paragraph 9.g. and 9.h. of the Prior Request Responses.
- h. See paragraph 9.i. of the Prior Request Responses.
- i. Unknown.
- j. According to a letter dated January 24, 1991, the material would have been put in any convenient container, generally, a pail. See Exhibit D hereto.

3. Operations:

- a. 6 Hazel Street, Attleboro, MA during the entire period in question.
437 Whittenton Street, Taunton, MA from September 1963 to July 1967.
620 Spring Street, No. Dighton, MA from July 1966 to August 1969.
656 Joseph Warner Boulevard, Taunton, MA from August 1969 to present.
- b. The Attleboro facility was used for manufacturing costume jewelry. The other sites were used only for warehousing, office and distribution. The relevant dates of operation are included in the response to question 3.a. above.
- c. The nature of the operations at the sites listed in response to question 3.a. above generally did not change over time. The amount of costume jewelry manufactured at the Attleboro facility would generally have increased or decreased from time to time during the applicable period depending on customer demand for Swank's costume jewelry products. Likewise, the extent of the warehousing, office and distribution operations at the other facilities would increase or decrease from time to time as Swank's overall business warranted.
- d. Swank manufactured costume jewelry at the Attleboro facility.
- e. Generally, raw materials used in the manufacture of costume jewelry were as follows: brass, tin, silicone rubber molds, gold, nickel, copper, rhodium, plating solutions, lubricating oil or grease, degreasers, polishing cloths, semi-precious stones, and small amounts of glue and glue remover for setting stones.
- f. See paragraph 9.c. of the Prior Request Responses. The equipment was virtually maintenance free. Occasionally, lubricating oil was applied to moving parts.
- g. None.

4. Wastes and Waste Streams (1946 – 1965):

a. See the applicable Information Request Waste Survey which is included with this letter.

b. Certain of Swank's maintenance personnel are identified in Prior Request Response to question 2. Generally, janitors who worked the evening shift would collect plant trash and would place same in the Company's dump truck for morning delivery to either the Shpack or Dumont Sites. With regard to all other wastes, unknown.

c. i. See paragraph 9.p. of the Prior Request Responses and the answers in response to questions 1.j. and 2.j. above.

ii. See paragraph 9.p. of the Prior Request Responses and the answer in response to question 4.b. above.

5. Wastes and Waste Streams (1966 – 1975):

a. See the applicable Information Request Waste Survey which is included with this letter.

b. Certain of Swank's maintenance personnel are identified in Prior Request Response to question 2. Generally, janitors who worked the evening shift would collect plant trash and would place same in the Company's dump truck for morning delivery to either the Shpack or Dumont Sites. With regard to all other wastes, unknown.

c. i. See paragraph 9.p. of the Prior Request Responses and the answers in response to questions 1.j. and 2.j. above.

ii. See paragraph 9.p. of the Prior Request Responses and the answer in response to question 4.b. above.

6. Disposal/Treatment/Storage/Recycling/Sale of Waste (1946-1965):

a. See paragraph 9.p. of the Prior Request Responses and the answers in response to questions 1.j. and 2.j. above.

b. Unknown whether there were contracts; none have been located. See paragraph 3 of the Prior Request Responses. In addition to plant trash, scrap metal waste would be sent to a scrap dealer. Solvents would either be recycled on-site in a distillation process, be sent to a solvent recovery facility (Re-Solve, Inc., Recycling Industries and Northeast Solvents), or would be sent for off-site disposal at a presently unknown hazardous waste facility. Plating wastes were recycled on site. Once the plating solutions became spent

or contaminated, it would be sold to a metal refiner (Glines & Rhodes in Attleboro) to recover the gold, nickel, copper or rhodium.

- c. Unknown if there were any such agreements; none have been located.
- d. See the answer in response to question 6.b. above.
- e. Swank delivered its plant trash in its own trucks. It is unknown how recycled and reclaimed wastes were transported.
- f. See the answer in response to question 6.e. above.
- g. See the answer in response to question 6.e. above.
- h. Unknown.
- i. Unknown.
- j. Unknown.
- k. None.
- l. Unknown.
- m. Unknown.
- n. See the answer in response to question 6.b. above.
- o. See the answer in response to question 6.c. above.
- p. Janitors who worked the evening shift would collect plant trash and would place same in the Company's dump truck for morning delivery to either the Shpack Site or Dumont Site. With regard to all other wastes, unknown.
 - i. None.
 - ii. Unknown.
 - iii. See the answer in response to question 6.b. above.
 - iv. Mr. Robert Best was the Director of Purchasing during a portion of the period in question. He would have been responsible to approve payment of accounts payable to vendors generally.
 - vi. See the answer in response to question 6.b. above.
- q. See paragraph 9.i. of the Prior Request Responses. Swank selected the Site for the plant trash. The vendors referred to in the answer in response to question 6.b. above selected the location of any wastes disposed of by them.

r. Information forming the basis for the answer to question 6.q. was obtained from follow-up interviews with the individuals listed in response to question 8 below.

7. Disposal/Treatment/Storage/Recycling/Sale of Waste (1966-1975):

The respective responses to question 6 above are applicable to question 7 as well.

8. Sources of Information.

The persons listed below, each of whom are present and former employees of Swank, may have knowledge or information with regard to Swank's operations and hazardous material handling, storage and disposal practices during the years 1946-1975 in the ordinary course of their job performance.

Mr. Raymond J. Hill, Retired Senior Vice-President/Operations of Swank. Mr. Hill was employed by Swank from August 22, 1950 to December 31, 1990. Mr. Hill supervised jewelry manufacturing operations, including maintenance, at the Swank Attleboro facility during a portion of the time for which information is being requested.

Mr. Robert Best, Retired Director/Purchasing of Swank. Mr. Best was employed by Swank from July 10, 1950 to June 30, 1987. Mr. Best administered vendor relationships, including the purchase of raw materials for jewelry manufacturing operations at the Swank Attleboro facility during a portion of the time for which information is being requested.

Mr. Donald Coehlo, Retired Supervisor/Maintenance. Mr. Coehlo was employed by Swank from September 2, 1954 to February 9, 1996. Mr. Coehlo supervised maintenance at the Swank Attleboro facility during a portion of the time for which information is being requested.

9. General Information.

a. Swank, Inc.

b. The person answering these questions on behalf of Swank is John Tulin, President of Swank, 90 Park Avenue, New York, New York 10016, phone no. 212-867-2600, fax no. 212-867-0203.

c. Western Sand and Gravel site, Burrillville and North Smithfield, Rhode Island. In September 1991, Swank signed a consent decree which was entered on August 28, 1992 in the United States District Court for the District of Rhode Island.

d. See the answer to question 9.c. above.

e. Swank was incorporated in the State of Delaware on April 17, 1936. The Prentice-Hall Corporation System, Inc. is Swank's registered agent in the State of Delaware.

f. Not applicable.

g. Not applicable.

10. Information About Others.

a. Not applicable.

b. Not applicable.

c. See Prior Request Response to question 3.

11. Compliance with This Request.

a.i. Mr. Raymond J. Hill, Mr. Robert Best, Mr. Donald Coehlo, Mr. Jerold R. Kassner and Mr. Arthur Gately, III were consulted in the preparation of this response. Certain information as to Messrs. Hill, Best and Coehlo, former employees of Swank, is set forth in response to questions 1 - 8 above. Mr. Kassner is the present Chief Financial Officer of Swank and was consulted with regard to certain responses to questions 9 and 11. Mr. Gately is the present Vice President-Administration of Swank and was consulted with regard to certain responses to questions 8 and 9.

ii. See the answer to question 11.a.i. above.

iii. See the answer to question 11.a.i. above.

iv. See the answer to question 11.a.i. above.

v. See question 3 of the Prior Request Responses.

vi. See question 3 of the Prior Request Responses.

vii. See question 3 of the Prior Request Responses.

viii. See question 3 of the Prior Request Responses.

b. See question 3 of the Prior Request Responses. Swank has attached to this letter correspondence between Swank and The Travelers Insurance Company (see Exhibit D hereto). Swank has also attached a letter from the Commonwealth of Massachusetts dated March 5, 1987 and Swank's April 8, 1987 response (see Exhibit E hereto). Swank has no

other relevant records or information as to whether any other documents existed and/or were destroyed.

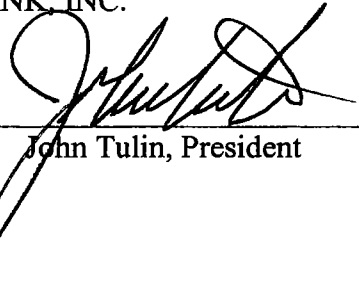
c. The present document retention practice (there is no written policy) of Swank is to retain tax and financial files indefinitely, and except as otherwise may be required by law or agreement, to retain all other documents for a period of approximately 7 years. Swank is unaware of any other past document retention practices or policies.

d. See Prior Request Responses at question 3.

Very truly yours,

SWANK, INC.

By: _____


John Tulin, President

cc: Lee Henig-Elona, Esq.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

Information Request Waste Survey for 1946 through 1965
for the Shpack Landfill Superfund Site

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
X	Acids	See Plating Solutions below.			
	Adhesives				
	Asbestos				
	Adsorbents (from spills, leaks, etc.)				
	Automotive Related				
	Wastes:				
	Antifreeze				
	Batteries				
	Brake Fluids				
X	Degreasers	See Distillation Byproducts below.			
	Lubricants				
X	Oils	unknown	cutting, lubrication and hydraulic oils	unknown	unknown
	Oil Filters				

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
	Transmission fluids				
	other:				
	Batteries				
	Bleaches				
X	Caustics/Alkalis	See Plating Solutions below.			
	Chemicals				
X	Cleaning compounds or fluids	liquids	TCE, PCE and mineral spirits	unknown	unknown
	Coolants				
X	Degreasers	See Distillation Byproducts below.			
	Disinfectants				
X	Distillation Byproducts (Still Bottoms)	semi-liquid sludge	Approximately 48% TCE and/or PCE	1 gallon per week	20 gallons to Shpack or Dumont in 1955. Balance was sent to solvent recovery facility, hazardous waste facility or recycled on-site
	Dyes				
	Etching Solutions				
X	Filters	metal hydroxide filters spent electroplating filters	unknown	unknown	unknown

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
	Flammable, Reactive, or Explosive Materials				
	Fungicides				
	Herbicides				
	Insecticides				
	Insulating/Fire Proofing Materials				
	Laboratory Wastes				
	Lubricants				
	Metals:				
	grindings				
	powders				
	shavings				
	sludges				
	solutions				
X	other: scrap	solid		unknown	sent to scrap dealer
	Paint and Coating Wastes:				

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
	paint				
	pigments				
	stripper				
	stains				
X	thinner	liquid	lacquer thinner and/or mineral spirits	unknown	unknown
	turpentine				
	varnish				
	other:				
	PCBs (polychlorinated biphenyls)				
	Pesticides				
	Photocopying Wastes:				
	toners				
	other:				
	Photography Wastes:				
	developers				
	fixers				

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
	other:				
X	Plating Solutions	liquids/sludge	sodium bisulfite metal hydroxide solutions cyanide solutions acid (sulfuric, muriatic and nitric) solutions alkaline solutions sodium hypochlorite solutions	unknown	Recycled on-site and then sold to metal refiner for recovery of metals. Glines & Rhodes in Attleboro was refiner.
	Pretreatment Sludges/Solutions (sewage)				
	Printing Wastes:				
	inks				
	dyes				
	other:				
	Rags, Used (Indicate prior use)				
	Rodenticides				
	Septic System Wastes				
X	Sludges	See Distillation Byproducts above.			

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/ Tetrahydrofuran/C ₄ H ₈ O).	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster ('55-68), [Name] Landfill ('69-81), [Name] Solvent Reclaimer ('82-'91)
	Soldering Solutions				
	Solutions of Polymers, resins, plastics				
	Solvent Extracts				
X	Solvents	See Distillation Byproducts above.			
	Waste Oils				
	Wood Preservatives				
	Radioactive Materials:				
	Uranium				
	Radium				
	Other:				

Information Request Waste Survey for the Shpack Landfill Superfund Site (1946 through 1965)

Name of Respondent: Swank Inc.

Respondent's Location: 6 Hazel Street, Attleboro, MA

Date: August 26, 2005

[illegible]

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY****REGION I****J. F. KENNEDY FEDERAL BUILDING, BOSTON, MASSACHUSETTS 02203**

URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

January 12, 1990

Marshall Tulin, President
Swank, Inc.
6 Hazel Street
P.O. Box 839
Attleboro, MA 02703

Re: Request for Information Pursuant to Section 104 of CERCLA
and Section 3007 of RCRA, for Shpack Superfund Site in North
Attleboro/Norton, Massachusetts hereafter referred to as the
"Site"

Dear Mr. Tulin:

The United States Environmental Protection Agency (EPA) is currently investigating the source, extent and nature of the release or threatened release of any hazardous substance, pollutant or contaminant, or hazardous waste on or about the Shpack Superfund Site in North Attleboro/Norton, Massachusetts (the Site). This investigation requires inquiry into the identification, nature, and quantity of materials that have been or are generated, treated, stored, or disposed of at the Site or transported to the Site. EPA also is requesting information relating to the ability of a person to pay for or to perform a cleanup of the Site.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9604(e), and Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927, you are hereby requested to respond to the Information Request set forth in the Attachment to this letter.

Compliance with the Information Request set forth in the Attachment is mandatory. Failure to respond fully and truthfully to the Information Request within twenty-one (21) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-five thousand dollars (\$25,000) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501 et seq.

Your response to this Information Request should be mailed to:

U.S. Environmental Protection Agency
Paula Fitzsimmons
MA Superfund Section
Waste Management Division
J.F. Kennedy Federal Building, HRS-CAN3
Boston, MA 02203

If you have any questions, please direct such questions to Paula Fitzsimmons, at the above address, or at (617) 573-5738.

Due to the seriousness of the problem at the Site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above.

Thank you for your cooperation in this matter.

Sincerely,



Merrill S. Hohman, Director
Waste Management Division

Attachment

cc: Assistant Administrator, Office of Enforcement and Compliance Monitoring
Bruce Marshall, Chief, Superfund Enforcement Support Section
Paula Fitzsimmons, EPA Remedial Project Manager
Teresa Rec, MA Remedial Project Manager

ATTACHMENT

QUESTIONS

1. Identify the person(s) answering these questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer and provide true and accurate copies of all such documents.
4. List the EPA RCRA Identification Numbers of the Respondent, if any.
5. Describe the acts or omissions of any persons, other than your employees, agents or those persons with whom you had a contractual relationship, that may have caused the release or threat of release of hazardous substances at the Site and damages relating therefrom and identify such persons. In addition:
 - a. Describe all precautions that you took against foreseeable acts or omissions of any such third parties and the consequences that could foreseeably result from such acts or omissions.
 - b. Describe the care you exercised with respect to the hazardous substances found at the Site.
6. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
7. Identify all persons, including Respondent's employees, who have knowledge or information about the generation, use, purchase, treatment, storage, disposal or other handling of materials at, or transportation of materials to, the Site.
8. For each and every Question contained herein, if information responsive to this Information Request is not in your possession, custody or control, then identify the persons from whom such information may be obtained.
9. Identify all persons, including you, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of materials at or to the Site. Such

ATTACHMENT

persons will hereinafter be referred to as "Generators." In addition, identify:

- a. The persons with whom the Generators made such arrangements.
- b. Every date on which each Generator made such arrangements.
- c. The nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous materials involved in each such arrangement.
- d. In general terms, the nature and quantity of the non-hazardous materials involved in each such arrangement.
- e. The owner of the hazardous materials involved in each such arrangement.
- f. All tests, analyses, analytical results or manifests concerning each hazardous material involved in such transactions.
- g. The precise locations at which each hazardous material involved in such transactions actually was disposed or treated.
- h. Who selected the location to which the hazardous materials were to be disposed or treated.
- i. Who selected the Site as the location at which hazardous materials were to be disposed or treated.
- j. The amount paid in connection with each such arrangement, the method of payment, and the identity of the persons involved in each arrangement.
- k. Where the persons identified in h., above, intended to have the hazardous materials involved in each arrangement treated or disposed and all evidence of their intent.
- l. All intermediate sites to which the hazardous materials involved in each arrangement were transshipped, or at which they were stored or held, any time prior to final treatment or disposal.

ATTACHMENT

- m. What was done to the hazardous materials once they were brought to the Site.
 - n. The final disposition of each of the hazardous materials involved in each arrangement.
 - o. The measures taken by you to determine how and where treatment or disposal of the hazardous materials involved in each arrangement would actually take place.
 - p. The markings on and type, condition and number of containers in which the hazardous materials were contained when they were stored, disposed, treated, or transported for disposal or treatment.
10. Identify all liability insurance policies held by Respondent from 1946 to 1989. In identifying such policies, state:
- a. the name and address of each insurer and of the insured;
 - b. the amount of coverage under each policy;
 - c. the commencement and expiration dates for each policy;
 - d. whether or not the policy contains a "pollution exclusion" clause; and
 - e. whether or not the policy covers sudden, non-sudden or both types of accidents.

In lieu of providing this information, you may submit complete copies of all insurance policies that may cover the release or threatened release of hazardous materials.

- 11. Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.
- 12. Provide all financial statements for the past five fiscal years, including but not limited to those filed with the federal and state Internal Revenue Service and Securities and Exchange Commission.
- 13. Identify all of Respondent's current assets and liabilities and the person(s) who currently own or are responsible for such assets and liabilities.
- 14. Identify all subsidiaries and parent corporations of Respondent.

ATTACHMENT

15. Provide a copy of the most current Articles of Incorporation and By-laws of Respondent.
16. Identify the managers and majority shareholders of Respondent and the nature of their management duties or amount of shares held, respectively.

Exhibit B



November 30, 1990

Merrill S. Hohman, Director
Waste Management Division
United States Environmental Protection Agency
Region 1
J.F. Kennedy Federal Building
Boston, Massachusetts 02203-2211

Dear Sir:

The following are amended responses to the Information Request provided to Swank Incorporated on January 12, 1990, pursuant to Section 104 of CERCLA for Shpack Landfill Superfund Site in Norton and Attleboro, Massachusetts:

1. Raymond J. Hill, Senior Vice-President/Operations
David H. Miller, Vice-President/Quality Control and
Environmental Affairs
2. The following personnel were consulted in the preparation of these responses. Where a specific individual provided significant input with respect to a given response, his name is noted.

Mr. Raymond J. Hill, Senior Vice-President/Operations
Mr. Robert Best, Director/Purchasing (Retired)
Mr. James Hall, Director/Purchasing (Current)
Mr. Donald Coelho, Supervisor/Maintenance (Current)
Mr. Edward Fuller, Supervisor/Maintenance (Retired)
Mr. Larry Governo, Maintenance Worker (Retired)
Mr. Gordon Buckley, Maintenance Worker (Current)
3. Due to the length of time which has passed since the period in question, no written documentation is available other than materials previously provided. Additional information which forms the basis for the answers here provided was obtained from interviews with individuals pertaining to events which occurred during the relevant time period.
4. EPA Identification # MAD 001202340
5. Swank has extremely limited information pertaining to the operations of the Shpack site. Presumably, responsibility for releases at the site rests with the owner/operators.
 - a. Swank was not in a position to take precautions against the acts of third parties concerning the operations at the site.

b. Swank was not an owner or operator of the site, and therefore had neither the obligation nor the ability to control the care of wastes disposed of at the site. At all relevant times it was the understanding of Swank's employees that waste disposed of at the Shpack site was handled in an appropriate and lawful manner.

6. Current or former owner/operators of the Site.

7. Mr. Ed Fuller, Mr. Larry Governo, Mr. Donald Coelho, and Mr. Gordon Buckley, as listed above.

8. No response required.

9. In addition to Swank, Incorporated, and the other parties already identified as potential users of the site, employees (Mr. Governo Mr. Coelho) recall seeing vehicles and employees of the following companies delivering waste to the site: L.G. Balfour Company, The Robbins Company and Leavens Awards Company, Inc.

The responses below relate only to the activities of Swank, Incorporated:

a. The owner of the site at the time in question, Mr. Isadore Shpack.

b. No specific arrangements for hazardous materials were made for disposal at the Shpack dump site. However, during a period of time estimated to be three to six months during 1955, Swank Incorporated did utilize this site for the disposal of general refuse.

c. During the time period in question, Swank, Incorporated operated four degreasers, three "small" ones and one "large" one. The "large" unit was a Detrex Model 1DCR-750-1S, size R-1, which is still on-site, but not in service; one of the "small" units was a Mechanical Process Company open top unit with an approximate capacity of one hundred gallons, which is still in use. The other two "small" units were removed several years ago and no identification is available. It was routine practice to clean out one of the small degreasers per week, and dispose of any accumulated sludge or "still bottoms" in the trash. This amounted to an estimated one gallon of sludge per week in total. The large unit was shut down and cleaned out on an annual basis. It is not believed that this unit was cleaned out during the time period in question.

The material which may have been disposed of included "still bottoms" consisting of a mixture of trichloroethylene (CAS # 79016) and oil and/or polishing compound solids (waxes, animal fats, and abrasives). The total volume was approximately one gallon of sludge per week for an estimated twenty weeks. [Gordon Buckley]

Recent analyses by the solvent recycler currently handling similar still bottoms shows them to average approximately forty-eight per cent trichloroethylene.

d. The material shipped to the site consisted of approximately six cubic yards of general trash (paper, boxes, etc.) daily for each day of operation of the facility (five days per week). [Donald Coelho]

e. The owner of the material was Swank, Incorporated.

f. No testing was performed on any of the materials sent. (The still bottoms which may have been included with the general trash were not considered hazardous material at the time; therefore, no specific testing was required).

g. The precise locations are unknown. General trash was deposited in various locations at the direction of the site owner/manager. [Mr. Larry Governol].

h. Truck driver disposed of trash as directed by the site owner/manager. [Mr. Larry Governol].

i. Site was selected by the Supervisor of Maintenance responsible for trash removal, Mr. Ed Fuller.

j. No fees were paid for trash disposal.

k. The material in question was not considered hazardous at the time of disposal. Therefore, no special arrangements were deemed necessary, nor were any made.

l. None. Material was shipped directly from Swank plant site to the Shpack site in a company-owned truck.

m. Unknown.

n. Unknown.

o. No measures were taken since the materials disposed of were not classified hazardous at the time of disposal.

p. No special containers or markings were used since the material was not considered hazardous or known to be regulated. The material would have been mixed in with other normal trash.

The information requested in Questions 10-16 have been previously provided under separate cover.

Sincerely:

A handwritten signature in cursive script, appearing to read "David H. Miller". The signature is written in dark ink and is positioned to the right of the word "Sincerely:". Below the signature, the name "David H. Miller" is printed in a standard, sans-serif font.

David H. Miller

/ Exhibit C

RESPONSES - SHPACK DUMP SITE

QUESTION 10.

"Identify all liability insurance policies held by Respondent from 1946 to 1989. In identifying such policies, state:

- a. the name and address of each insurer and of the insured;
- b. the amount of coverage under each policy;
- c. the commencement and expiration dates for each policy;
- d. whether or not the policy contains a "pollution exclusion" clause; and
- e. whether or not the policy covers sudden, non-sudden or both types of accidents.

In lieu of providing this information, you may submit complete copies of all insurance policies that may cover the release or threatened release of hazardous materials."

RESPONSE:

See attached separate listing.

QUESTION 11.

"Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years."

RESPONSE:

Copies of Form 1120 of Federal Income Tax returns filed with the Internal Revenue Service for the years 1988, 1987, 1986, 1985 and 1984 are enclosed. An extension was properly filed for the year 1989.

QUESTIONS 12.

"Provide all financial statements for the past five fiscal years, including but not limited to those filed with the federal and state Internal Revenue Service and Securities and Exchange Commission."

RESPONSE:

Annual reports and Form 10-K are enclosed for the years 1989, 1988, 1987, 1986 and 1985.

QUESTION 13.

"Identify all of Respondent's current assets and liabilities and the person(s) who currently own or are responsible for such assets and liabilities."

RESPONSE:

Refer to financial statements.

QUESTION 14.

"Identify all subsidiaries and parent corporations of Respondent."

RESPONSE:

Subsidiaries are:

Haiti:

Releve Accessories, S.A.

Leather Concepts, S.A.

Virgin Islands:

Swank Sales International (V.I.), Inc.

QUESTION 15.

"Provide a copy of the most current Articles of Incorporation and By-laws of Respondent."

RESPONSE:

A copy of the By-Laws and Certificate of Incorporation are enclosed.

QUESTION 16.

"Identify the managers and majority shareholders of Respondent and the nature of their management duties or amount of shares held, respectively".

RESPONSE:

See attached listing.

MISC:13/2

7/11/90

SWANK, INC.
6 HAZEL STREET
ATTLEBORO, MA 02703

<u>INSURANCE</u>	<u>TYPE OF POLICY</u>	<u>POLICY TERM & POLICY NUMBER</u>	<u>POLICY LIMITS</u>	<u>POLLUTION COVERAGE</u>	
				<u>GRADUAL</u>	<u>ACCIDENTAL</u>
Travelers Ins. Co.	CGL & Umbrella (?)	1/1/46-79	Records not available		
Travelers Ins. Co. One Tower Square Hartford, CT.	Comprehensive General Liability (CGL)	1/1/79-80 TRSLG-137T760-1	\$500,000. each occurrence \$500,000. aggregate Bodily Injury \$100,000. each occurrence \$100,000. aggregate Property Damage	No	Yes
Same	CGL	1/1/80-81 Same	Same	No	Yes
Same	CGL	1/1/81-82 Same	Same	No	Yes
Same	CGL	1/1/82-83 Same	Same	No	Yes
Same	CGL	1/1/84-85 Same	Same	No	No
Same	CGL	1/1/85-86 Same	Same	No	No
Kemper Group Route 22 Long Grove, Ill.	CGL	1/1/86-87 3YM048116-00	\$1,000,000. Combined Single Limit	No	No
Same	CGL	1/1/87-88 Same	Same	No	No
Travelers Ins. Co.	CGL	1/1/88-89 URJSLG581G104-8	Same	No	No

RESPONSE TO QUESTION 10.

INSURANCE	TYPE OF POLICY	POLICY TERM & POLICY NUMBER	POLICY LIMITS	POLLUTION COVERAGE	
				GRADUAL	ACCIDENTAL
Travelers Ins. Co.	CGL	1/1/89-90 URJSLG581G104-8	\$ 1,000,000. Combined Single Limit	No	No
Affiliated FM Ins.Co. P.O. Box 7500 Johnston, R.I.	Umbrella Liability	1/1/78-79 97809	\$ 5,000,000.	No	Yes
Same	Umbrella Liability	1/1/79-80 98371	Same	No	Yes
St.Paul Ins. Co. St.Paul, Minnesota	Umbrella Liability	1/1/80-81 569XE3591	\$10,000,000.	No	Yes
Travelers Ins. Co. One Tower Square Hartford, Ct.	Umbrella Liability	1/1/81-82 T-CUP173T377-7	Same	No	Yes
Same	Umbrella Liability	1/1/82-83 Same	Same	No	Yes
Same	Umbrella Liability	1/1/83-84 Same	Same	No	No
Same	Umbrella Liability	1/1/84-85 Same	Same	No	No
Same	Umbrella Liability	1/1/85-86 Same	Same	No	No
International Ins.Co. 200 S. Wacker Dr. Chicago, Ill.	Umbrella Liability	1/1/86-87 523-425349	\$ 5,000,000.	No	No
Kemper Group Route 22 Long Grove, Ill.	Umbrella Liability	1/1/87-88	\$ 9,000,000.	No	No
Travelers Ins. Co.	Umbrella Liability	1/1/88-89	\$10,000,000.	No	No
Same	Umbrella Liability	1/1/89-90	Same	No	No

INSURANCE	TYPE OF POLICY	POLICY TERM & POLICY NUMBER	POLICY LIMITS	POLLUTION COVERAGE	
				GRADUAL	ACCIDENTAL
Travelers Ins. Co. One Tower Square Hartford, CT.	Environmental Hazard Policy	1/1/83-84 TLEH186T7743	\$4,200,000. each claim \$4,200,000. Total All Claims \$1,400,000. Total Limit All Claim Expense \$5,600,000. Combined Total Limit Claim & Expense	Yes	Yes
Same	Environmental Hazard Policy	1/1/84-85 Same	Same	Yes	Yes
Same	Environmental Hazard Policy	1/1/85-86 Same	\$1,500,000. each claim \$1,500,000. all claims \$ 500,000. all expense \$2,000,000. combined total limit claim & expense	Yes	Yes

 Exhibit D



6 HAZEL STREET
P.O. BOX 2962 - ATTLEBORO, MASS 02703-0962
508-222-3400
FAX: 508-222-3590

OFFICE OF
SENIOR VICE PRESIDENT

August 29, 2000

Ms. Sarah Cook
TechLaw
14500 Avion Pkwy.
Suite 300
Chantilly, VA 20151

**RE: Request for Swank, Inc. Records
FUSRAP Shpack Landfill Site**

Dear Ms. Cook:

Pursuant to your e-mail request of July 28, 2000, enclosed please find the following documents in connection with the above captioned file:

	Date	From	To
1	12 Jan 1990	Merrill Hohman, US Environmental Protection Agency	Marshall Tulin, President, Swank, Inc
2	7 Aug 1990	Eric Ellison, Travelers Insurance Company	Andrew Corsini, CFO Swank, Inc.
3	6 Dec 1990	Patricia Truscelli, Parker Chapin Flattau & Klimpl	Paula Fitzsimmons, US Environmental Protection Agency
4	17 Dec 1990	Patricia Truscelli, Parker Chapin Flattau & Klimpl	Leslie Hopman, Travelers Insurance Company
5	19 Dec 1990	Andrew Corsini, CFO Swank, Inc.	Eric Ellison, Travelers Insurance Company
6	8 Jan 1991	Eric Ellison, Travelers Insurance Company	Andrew Corsini, CFO Swank, Inc.
7	24 Jan 1991	Andrew Corsini, CFO Swank, Inc.	Eric Ellison, Travelers Insurance Company
8	12 Apr 1993	Travelers Insurance Company	Patricia Truscelli, Parker Chapin Flattau & Klimpl

Please let me know if you require additional information.

Sincerely,

Jerold R. Kassner
Senior Vice President
Chief Financial Officer

cc: Lee Henig-Elona, Parker Chapin LLP

AUG 9 1990



The Travelers Companies
One Tower Square
Hartford, CT 06183-1052
Facsimile: 203 954-5857

Special Liability Coverage Unit
Law Department

VIA AIRBORNE EXPRESS

August 7, 1990

Mr. Andrew Corsini
Senior Vice President
SWANK, INC.
6 Hazel Street
Attleboro, MA 02703

Policyholder: Swank, Inc.
Site: Shpack - Attleboro and Norton, MA
Re: United States Environmental Protection Agency
(USEPA), Potentially Responsible Party (PRP)
Letters of June 7 and June 10, 1990

Dear Mr. Corsini:

This will acknowledge receipt and review of the captioned matter by the Special Liability Coverage Unit (SLCU) of The Travelers submitted through your broker, Richardson-Cuddy Insurance Agency, Inc.

My role in the SLCU with regard to the captioned matter is limited to analyzing the extent of The Travelers defense and/or indemnity obligations, if any. In this regard, I have reviewed the June 7 and June 10, 1990 USEPA letters, and I have also reviewed the policies issued to Swank, Inc. by The Travelers.

My review of the USEPA's letters indicates that the agency has asserted only that Swank, Inc. may be potentially liable due to its alleged involvement with the captioned site.

The Travelers previously received notice from Swank of a Massachusetts Department of Environmental Quality Engineering (MADEQE) request for information at the Shpack site on April 6, 1987 through Richardson Insurance Agency. The Travelers sent a letter to Mr. Hill dated May 19, 1987 indicating that this appeared to be a potential claim and if any future demands concerning this matter are received by Swank, The Travelers

Mr. Andrew Corsini
August 7, 1990
Page 2

should be advised accordingly. Mr. Corso's June 18, 1990 letter was the first notification of any demands received regarding this site since the May 19, 1987 letter to you.

The Travelers has confirmed the existence of the relevant policies numbered KSLG-6577232 and SLG-137T760-1, for the periods January 1, 1971 through January 1, 1986.

The insuring agreement of the policies provides that The Travelers must defend any suit against the insured seeking damages for bodily injury or property damage. The Travelers position has been, and remains, that the captioned claim is not such a suit. However, without admitting that the law of Massachusetts is the law governing the interpretation of the contracts of insurance issued to Swank, Inc., and specifically reserving its rights to challenge any such choice of law, The Travelers will comply with the law in this jurisdiction. Until such time as our investigation of the facts and circumstances is complete and the coverage issues arising from this matter are resolved, The Travelers will participate in the defense of this matter under a complete reservation of rights.

Pursuant to this offer of defense, The Travelers will contribute to the payment of reasonable and necessary fees for work performed by the law firm of your choice and incurred subsequent to June 18, 1990, the date The Travelers first received notice of the USEPA matter. Subject to this restriction to reasonable and necessary fees, you may conduct that defense in any manner which you deem appropriate to protect the interests of Swank, Inc. Please be advised, however, that it is The Travelers position that costs which may be incurred by Swank, Inc. to analyze the nature and extent of alleged contamination or to develop programs for remediation (such as costs incurred in "Remedial Investigation/Feasibility Studies") are not properly characterized as costs of defense. Accordingly, The Travelers shall not contribute to the payment of such costs until it has made a determination regarding its obligation, if any, to indemnify Swank, Inc. in this matter.

The Travelers offer of defense should not be deemed or construed either as a waiver by The Travelers of any of its rights, including rights or conditions provided in the policies of insurance issued to Swank, Inc., or as an expansion of the duties owed by The Travelers under those policies, and is expressly subject to the following reservations:

Mr. Andrew Corsini
August 7, 1990
Page 3

- 1) Coverage does not apply to costs alleged to have been or to be incurred in connection with any claim for equitable relief;
- 2) In accordance with policy provisions and applicable case law, coverage does not apply to punitive damages, fines or penalties alleged or recovered in the captioned matter;
- 3) Coverage does not apply to any alleged damage or injury which does not constitute property damage as defined in the policies;
- 4) Any property damage which takes place prior and/or subsequent to the dates during which The Travelers provided liability insurance to Swank, Inc. is not covered by the policies issued by The Travelers, and thus, The Travelers is under no obligation to defend and/or indemnify claims for any such property damage;
- 5) Coverage does not apply to any alleged damage or injury unless caused by an occurrence, as defined by the policies;
- 6) From January 1, 1971 through January 1, 1978, coverage does not apply to liability for property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant, except petroleum or petroleum derivatives into water, if such emission, discharge, seepage, release, or escape is either expected or intended from the standpoint of any insured or any person or organization for whose acts or omissions any insured is liable, or resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;
- 7) From January 1, 1971 to January 1, 1978, coverage does not apply to liability for property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
- 8) From January 1, 1978 through January 1, 1979, coverage does not apply to any liability for property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant;
- 9) From January 1, 1979 through January 1, 1983, coverage does not apply to liability for property damage which is determined to have arisen out of any emission, discharge,

seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any insured or any person or organization for whose acts or omissions any insured is liable;

- 10) From January 1, 1983 through January 1, 1985, coverage does not apply to any liability for property damage arising out of an emission, discharge, seepage, release, escape, disposal, solid, gaseous or thermal waste or pollutant, whether or not such waste or pollutant is, or is part of, the named insured's products or completed operations;
- 11) From January 1, 1985 through January 1, 1986, coverage does not apply to any liability for property damage arising out of an emission, discharge, seepage, release, escape, disposal, storage or transportation of any liquid, solid, gaseous or thermal waste or pollutant whether or not such waste or pollutant is, or is part of, the named insured's products or completed operations;
- 12) Coverage is not afforded to property damage resulting from the hazardous properties of nuclear material and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof;
- 13) Coverage does not apply to liability arising out of damage to property owned, occupied, rented, or used by the insured or to property in the care, custody or control of the insured or as to which the insured exercised physical control for any purpose;
- 14) Coverage does not apply to liability for property damage to premises alienated by the insured arising out of such premises or any part thereof;
- 15) Coverage does not apply to any alleged property damage which is caused to work performed by or on behalf of the insured, arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;
- 16) Any payments that might be made by The Travelers in this case are subject to the applicable limits of liability and/or deductibles as contained in the policies;

Mr. Andrew Corsini
August 7, 1990
Page 5

- 17) Coverage does not apply if the insured failed to provide notice to The Travelers in accordance with the conditions of the policies; and
- 18) Coverage does not apply to any voluntary payment, assumed obligation or incurred expense other than for first aid to others at the time of any accident or occurrence.

The Travelers reserves its right to withdraw its participation in the defense of this matter should it be determined that coverage does not apply as set forth in the foregoing reservation(s).

Should The Travelers prevail on any of the reservations asserted, it does not waive its rights, if any, to seek reimbursement for any defense, indemnity or other payments made to Swank, Inc. or on its behalf in connection with the captioned matter.

In the event that any matters reserved are rejected by any court of appropriate jurisdiction (which shall be deemed to include a final order on appeal), The Travelers will provide coverage only in accordance with and to the extent of the theory of coverage adopted by such court and will seek and demand reimbursement of payments made by it based upon the reservations asserted.

Additionally, The Travelers reserves its rights as to the applicability of any Catastrophe Umbrella policies that might apply.

As this matter develops further, you will be advised of any additional legal principles or policy provisions which might limit the obligations which The Travelers has undertaken or will undertake.

I have also reviewed Environmental Hazard Policy EH-186T774-3, in effect from January 1, 1983 to January 1, 1986, which does not provide coverage for this matter for the following reasons:

The insuring agreement of the Environmental Hazard policies states:

"The Travelers will pay on behalf of the insured all sums in excess of the deductible amount which the insured shall become legally obligated to pay as damages because of bodily injury, property damage or other economic loss which arises out of the

Mr. Andrew Corsini
August 7, 1990
Page 6

environmental hazard and occurs in the policy territory and to which this policy applies."

The Environmental Hazard policies contain the following provisions:

"Provided always that

- (a) claim is first made against the insured and reported to The Travelers during the policy period, or during the extended reporting provision, if applicable, and
- (b) the insured as of the "first coverage date" shown in the Declarations, did not know or might not have reasonably foreseen that such claim would be made."

The Environmental Hazard policies do not provide coverage for this matter for the following reason(s):

- (1) The claim was not reported during the policy period or during the extended reporting period in which the policies were in effect.

The Environmental Hazard policies were in effect from January 1, 1983 to January 1, 1986. The Travelers received notice of the DEQE matter on April 6, 1987 and the USEPA matter on June 18, 1990.

This is not intended, nor shall it be construed as an exhaustive listing of Environmental Hazard policy terms, conditions or exclusions which might preclude coverage under The Travelers policies for the captioned matter. The Travelers reserves the right to supplement this declination should facts and circumstances, not currently known to The Travelers, indicate the applicability of additional grounds.

Because it appears, from the documents forwarded by the United States EPA, that the alleged contamination, if any, may have taken place prior and/or subsequent to the period during which The Travelers provided liability insurance to Swank, Inc., we anticipate that Swank, Inc. has notified its other insurance carriers whose coverage might apply to this matter and has taken steps to secure their participation in the defense of these claims. Please provide me the name, address, file number and representative of the carrier(s) notified.

Mr. Andrew Corsini
August 7, 1990
Page 7

You should be aware that the SLCU's role in this matter will be limited to determining The Travelers indemnity obligations. A staff member from The Travelers District Environmental Claim Office located in Baltimore, Maryland may also be in touch with you. That individual will not be involved in the coverage issues but will be available to assist your company in assessing its potential liability.

In July 19 and July 26, 1990 telephone conversations with Mr. Corso, he advised that Swank wished to convey factual information in a meeting sometime in the near future. Prior to such a meeting, I would appreciate it if you could provide some preliminary information regarding the alleged use of the site by Swank, Inc. as follows:

1. Please provide the exact name, address and EPA identification number of the facility(ies) which generated the waste materials allegedly disposed of at the Shpack site, and the dates of disposal.
2. Please provide copies of all invoices, purchase orders, or manifests, etc., regarding the waste materials generated by the facility(ies) and allegedly disposed of at the Shpack site. Please indicate whether these documents were obtained through internal records and/or provided by third parties, such as the EPA.
3. Please provide copies of any federal, state or local filings required as a result of the generation or disposal of waste materials by the facility(ies) including but not limited to Section 3010 RCRA reports or 103(c) CERCLA filings.
4. Please provide the name(s) of the individual(s) responsible for the disposition of the waste materials generated by the facility during the relevant time period(s) and advise if they are still employed by the company. If they are no longer so employed, please provide the last known address.
5. Please identify the waste materials generated by the facility(ies) identified above. Please specify the chemical makeup of these waste materials and the average monthly volume for each separate waste stream, and describe the processes which generated the waste materials. Also describe the method of storage for the various waste materials at the facility.

Mr. Andrew Corsini
August 7, 1990
Page 8

6. Please identify the method of transportation of the waste material from the facility and the name and address of the transporter(s) utilized. Please provide copies of any documents, including proposals, agreements, or contracts, etc., governing Swank's relationship with the transporter(s).
7. If an independent transporter was utilized, please state the procedure utilized by the company in selecting the transporter and provide copies of any documents exchanged/created during the selection process.
8. Please state whether the transporter or the company selected the disposal site. If selected by the transporter, did the company inquire as to the disposal method utilized at the disposal site? If selected by the company, what procedure was utilized in selecting the disposal site? Please include any documents created/exchanged during the site selection process. In any case, please explain (and document, if possible) the company's understanding as to the disposal methods to be utilized for their waste materials.
9. Please indicate if the company ever inspected the disposal site. In addition, specify the steps taken by the company to verify that the waste materials were being disposed of as represented by the transporter and/or disposal company.
10. Please identify the transporter and disposer utilized immediately preceding and subsequent to the time periods during which the waste materials generated were disposed of at the Shpack site. If different transporter(s) and/or disposal site(s) were used at different times, please indicate the reasons for changing transporters and/or disposal sites.
11. Please indicate when the company was first aware of contamination allegedly arising out of the operations of the Shpack site. Please include copies of all notices of potential liability received by the company, including but not limited to suits, administrative orders, Potentially Responsible Party letters, or other inquiries by any regulatory authority or private party. In addition, please provide a copy of the company's responses, if any, to these notices or inquiries.

As I am sure you can appreciate, The Travelers must obtain this information in order to begin to determine whether policies

Mr. Andrew Corsini
August 7, 1990
Page 9

afford coverage to Swank in this matter. Until our coverage investigation is complete, we cannot determine whether an indemnity obligation may exist under the policies.

After receipt and review of the information requested herein, we will have a frame of reference on which to base a subsequent meeting, if necessary. After completion of our investigation of this matter, we will notify you of the determination regarding the extent of The Travelers indemnity obligation, if any.

Regarding Ms. Truscelli's June 10, 1990 letter regarding a good faith offer to conduct a Remedial Investigation/Feasibility Study (RI/FS) and Administrative Order (AO) negotiations at the site, The Travelers can only advise Swank, Inc. to act in a manner which best represents its corporate interests. If Swank, Inc. should join the PRP group in any participation, negotiation and/or execution of any RI/FS or AO, subsequent to this letter, The Travelers will not assert that Swank violated the voluntary payment or assumed obligation provision of the policies. However, The Travelers reserves the right to comment on the terms of any RI/FS and AO in the future, including the right to assert and contest: (a) its responsibility to contribute to any RI/FS, AO and/or settlement, based on the reservations set forth in the letter, (b) any allocation of the years of insurance coverage that Swank, Inc. may claim is appropriate and (c) the reasonableness of any RI/FS, AO and/or settlement.

If you have any questions, please contact me at (203) 954-2958.

Very truly yours,



Eric L. Ellison
Account Manager
SLCU/Law, 6 PB

blc/ele288

cc: Mary Hauck, DECO, Baltimore

Roy Corso
Richardson-Cuddy Insurance Agency

Patricia Truscelli, Esq.
Parker, Chapin, Flattau & Klimpl

PARKER CHAPIN FLATTAU & KLIMPL

COUNSELLORS AT LAW

1211 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

(212) 704-6000

CABLE LAWPAK

TELECOPIER (212) 704-6288

TELEX 640347

PATRICIA L. TRUSCELLI
(212) 704-6315

100 JERICO QUADRANGLE
JERICO, NY 11753
(516) 932-6500
TELECOPIER (516) 932-6506

December 6, 1990

Ms. Paula Fitzsimmons
U.S. E.P.A.
Waste Management Division
Region I
JFK Federal Building
Boston, MA 02203

Re: Shpack Superfund Site

Dear Paula:

I enclose herewith amended responses to the information request served upon Swank, Inc. in January of this year. The amendment is made pursuant to the requirements of §104 and reflects additional information obtained subsequent to our original filing.

Please contact me directly if you have any questions in connection with this matter.

Very truly yours,



Patricia L. Truscelli

PLT:nl
Enclosure

bcc: Mark Abramowitz, Esq.
Mr. David Miller
Mr. Andrew Corsini

PARKER CHAPIN FLATTAU & KLIMPL

COUNSELLORS AT LAW

1211 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

(212) 704-6000

CABLE LAWPAK

TELECOPIER (212) 704-6288

TELEX 640347

100 JERICO QUADRANGLE

JERICO, NY 11753

(516) 932-6500

TELECOPIER (516) 932-6506

PATRICIA L. TRUSCELLI

(212) 704-6315

December 17, 1990

Ms. Leslie Hopman
Regional Manager
Travelers Insurance Company
901 Dulaney Valley Road
Towson, Maryland 21204

Re: Swank, Inc.
Shpack Superfund Site

Dear Ms. Hopman:

I enclose copies of documents recently furnished by Swank, Inc. to the EPA in connection with the above-referenced matter. You will note that Swank has recently amended its response to the request for information served by the EPA pursuant to §104(e) of CERCLA.

Please do not hesitate to call me if you have any questions in connection with this matter.

Very truly yours,



Patricia L. Truscelli

PLT:nl
Enclosure

cc: Mr. Roy Corso
Richardson Insurance Agency

bcc: Andrew Corsini

SWANK, INC.

6 HAZEL STREET
P. O. BOX 839 - ATTLEBORO, MASS. 02703
508-222-3400

OFFICE OF
SENIOR VICE PRESIDENT

December 19, 1990

Mr. Eric Ellison
Account Manager
The Travelers Insurance Company
One Tower Square
Hartford, CT 08103-1052

RE: Swank, Inc. - Shpack Superfund Site

Dear Mr. Ellison:

Your letter of August 7, 1990, re: United States Environmental Protection Agency (USEPA), Potentially Responsible Party (PRP) Letters of June 7 and June 10, 1990, contains on pages 7 and 8, a series of eleven questions. Listed below are Swank's responses which have been prepared to the best of our ability to reconstruct the information requested. Little, if any, written documentation is available.

The responses are numbered to correspond with the questions:

1. Numerous companies generated waste materials which were disposed of at Shpack. Swank does not have information pertaining to all of these facilities. As to Swank, the information is as follows:

Swank, Incorporated
6 Hazel Street
Attleboro, Massachusetts 02703

EPA #MAD 0012022340

During a period of time estimated to be three to six months during 1955, Swank Incorporated utilized this site for the disposal of general refuse.

2. Not available.
3. Not available. Since the material disposed of was not considered a hazardous waste during the time frame in question, Swank, Incorporated made no such filings with federal, state or local authorities.

December 19, 1990

4. Mr. Robert Best, Director/Purchasing (Retired)
Last known address:
20 Veery Road
Attleboro, Massachusetts 02703

Mr. Edison Fuller, Supervisor/Maintenance (Retired)
Last known address:
15 Eel River Road
South Chatham, Massachusetts 02659
5. The majority of the material disposed of at Shpack by Swank was normal trash. The material which may have been disposed of included "still bottoms" consisting of a mixture of trichloroethylene (CAS #79016) and oil and/or polishing compound solids (waxes, animal fats, and abrasives). The total volume was approximately one gallon of sludge per week for an estimated twenty weeks. Recent analyses by the solvent recycler currently handling similar still bottoms shows them to average approximately forty-eight per cent trichloroethylene.
6. The material was shipped directly from the Swank plant site to the Shpack site in a company-owned truck. No outside transporters were utilized.
7. See #6 above.
8. Swank, Incorporated selected the site to be utilized on the premise that all materials being disposed of were common trash. No unusual measures were taken since none of the materials disposed of were classified as hazardous at the time of disposal. Swank's understanding at the time was that the trash was acceptable as fill material and that it would be used as such.
9. No specific measures were taken at the time since the materials disposed of were not classified as hazardous and were considered normal trash.
10. No hazardous material transporter was utilized for this material either immediately prior to or after hauling this material to the Shpack dump.

MR. ERIC ELLISON
Page 3

December 19, 1990

11. The Company first became aware of the problem in June 1990, through the United States Environmental Protection Agency Potentially Responsible Party (US EPA PRP) letters referenced in your letter. Ms. Patricia L. Truscelli of Parker Chapin Flattau & Klimpl is representing Swank, Incorporated in all negotiations with the US EPA, and the PRP group. Ms. Truscelli will provide all pertinent documentation on an on-going basis.

Sincerely,

/S/ A. C. CORSINI

Andrew C. Corsini
Senior Vice President-
Treasurer

ACC2:972/85

DCC: David Miller



JAN 14 1991

Special Liability Coverage Unit
Law Department

The Travelers Companies
One Tower Square
Hartford, CT 06183-1052
Facsimile: 203 954-5857
Telephone: 203 954-5853

January 8, 1991

Mr. Andrew C. Corsini
Senior Vice President-Treasurer
Swank, Inc.
6 Hazel Street
P.O. Box 839
Attleboro, MA 02703

Policyholder: Swank, Inc.
Site: Shpack-Attleboro and Norton, MA
Re: United States Environmental Protection Agency
(USEPA), Potentially Responsible Party (PRP)
Letters of June 7 and June 10, 1990

Dear Mr. Corsini:

This will acknowledge receipt and review of your December 19, 1990 letter by the Special Liability Coverage Unit (SLCU) of The Travelers.

I would appreciate it if you could provide the following additional information:

1. You identified Mr. Best and Mr. Fuller as retired Swank employees who were responsible for the disposition of the chemicals disposed at the Shpack landfill. Would Swank object to these individuals being interviewed by SLCU personnel?
2. Please advise of how you established that TCE "still bottoms" may have been disposed of at the landfill. What were the manufacturing processes which generated these wastes? You stated that company vehicles transported this waste to the Shpack landfill. How were these wastes containered for transport and how were they disposed of at the landfill?
3. You advised that disposals took place during a three to six month period in 1955. Since The Travelers did not begin to insure Swank, Inc. until January 1, 1971, please advise of


Mr. Andrew C. Corsini
January 8, 1991
Page 2

the other insurance carriers whose policies may apply to this matter from 1955 to 1971. Please provide me with the name, address, file number and representative of the carrier(s) notified.

Please be advised that The Travelers fully reserves its rights in this matter, and that neither this correspondence nor any future communication or investigation shall be construed as a waiver of any of the rights and defenses available to The Travelers, including those rights and defenses provided under its contract(s) of insurance, including those as specified in my letter of August 7, 1990 to you.

If you have any questions in relation to this letter, please contact me at (203) 954-2958.

Very truly yours,



Eric L. Ellison
Account Manager
SLCU/Law, 6 PB

lc/ele409



6 HAZEL STREET
P. O. BOX 839 - ATTLEBORO, MASS. 02703
508-222-3400

OFFICE OF
SENIOR VICE PRESIDENT

January 24, 1991

Mr. Eric L. Ellison
Account Manager
SLCU/Law, 6PB
The Travelers
One Tower Square
Hartford, CT 06183-1052

RE: Swank, Inc. - Shpack - Attleboro and Norton, MA
United States Environmental Protection Agency
(UPEPA), Potentially Responsible Party (PRP)
Letters of June 7 and June 10, 1990

Dear Mr. Ellison:

I wish to acknowledge your letter of January 8, 1991 with a list of three questions. The responses are numbered to correspond with your questions:

1. Swank would not object to Messrs. Best and Fuller being interviewed by SLCU personnel, assuming Swank personnel or legal representative would be present. Of course, Swank reserves its right to limit the scope of the investigation if necessary.
2. It was established that still bottoms "may" have been disposed of through the personal recollection of employees (both active and retired) who were working at Swank, Inc. during the period in question. Early, non-specific information from the EPA indicated Swank was a "potentially responsible party" for arranging for "the disposal of hazardous substances including degreasing solvents at the site" (see Administrative Order by Consent for Remedial Investigation/Feasibility Study, US EPA Docket No. I-90-1113, undated; and related documents). Based on this citation, employees were interviewed to determine what substances, especially "degreasing solvents", may have been disposed of by any means during the period in 1955 when the Shpack landfill was used by Swank. It was further determined that no bulk quantities of any solvent would have been disposed of at the Shpack site. The only degreasing solvent related material which may have been disposed of were "still bottoms". It is

January 24, 1991

common practice to re-distill various solvents, including various degreasing fluids, on-site for reuse. This process yields a reusable solvent and a concentrated sludge or "still bottom". This sludge consists of a mixture of a small amount of residual solvent, along with the grease and oils which were removed from the parts processed through the degreaser(s) serviced by the still.

The sludge or "still bottom" was not classified as "hazardous" by any regulatory agency at the time. Therefore, it was common practice to routinely (weekly) clean out the still, and put the sludge in a box or pail, which was then thrown in with other normal trash. This trash was disposed of for a short period of time in 1955 at the Shpack landfill.

The processes which generated this waste were a variety of stamping, drawing, and machining operations in place at Swank at the time. These types of common metal forming operations typically require that a lubricant (a form of various oils or greases) be applied to the metal being formed or worked. After the forming operation is completed, these lubricants must be removed. This is accomplished through "solvent degreasing" in a "solvent degreaser". This process utilizes a solvent which removes the oil from the part, leaving the part clean for further processing. The oil is retained within the solvent, and is ultimately removed through distillation in a still.

All trash was removed from the Swank facility by means of a company owned truck. Trash was loaded on the truck daily. The still bottoms, which were generated weekly, would have been mixed in with all other trash generated on the same day. It would have been "containerized" in any convenient container, generally a pail, since it was in a semi-liquid state.

All trash was disposed at the landfill as directed by the landfill operator.

ERIC L. ELLISON
Page 3

January 24, 1991

3. You indicate that the Travelers did not begin to insure Swank until January 1, 1971. I would like to advise that your information is in error. We have been using a local insurance broker who represents Travelers by the name of Richardson-Cuddy. The former firm name was H.K. & O. P. Richardson, Inc. Mr. Cuddy, the present owner, was an employee of Travelers, Inc. and has personal knowledge of being involved with Swank from 1963 to the present date. The predecessor, Mr. Roger Richardson and the prior owner of H.K. & O.P. Richardson, Inc., can personally attest that Swank was insured with Travelers as far back as 1945 and most likely, to the date of incorporation (1936). As I don't know the source of your information. I can only offer the above from the reputable sources of a former employee and broker-agents.

If you have further questions regarding these responses, do not hesitate to contact me.

Sincerely,

Andrew C. Corsini
Senior Vice President-
Treasurer

ACC2:b69

cc: Mr. Thomas Cuddy,
Richardson-Cuddy Insurance Agency, Inc.

bcc: Dave Miller
Patricia Truscelli



TheTravelers

Law Department
Special Liability Coverage Unit

The Travelers Companies
One Tower Square
Hartford, CT 06183-1052
203 954-5853
FAX 203 954-5857

April 12, 1993

Patricia Truscelli, Esq.
Parker, Chapin, Flattau & Klimpl
1211 Avenue of the Americas
New York, NY 10036

Policyholder: Swank, Inc.

Site: Shpack - Attleboro and Norton, Massachusetts

Re: United States Environmental Protection Agency
("USEPA"), Potentially Responsible Party ("PRP")
letters of June 7 and June 10, 1990

Dear Ms. Truscelli:

As you know, The Travelers is conducting an investigation in order to determine the applicability of any policies issued by The Travelers to Swank for the captioned matter.

Through information provided by Swank, it has been determined that over a 20-week time period in 1955, Swank may have disposed of 20 total gallons of "still bottoms" at the Shpack Landfill which were co-mingled with normal trash. To date, The Travelers has been unable to confirm the existence of general liability policies in effect during the period of disposal. We are continuing our research to confirm the existence of any applicable policy in effect during this subject period.

In the interim, The Travelers is continuing its investigation of the captioned matter pursuant to certain rights specified in our August 7, 1990 letter.

Please keep me apprised of any developments in relation to the captioned matter.

Patricia Truscelli, Esq.
April 12, 1993
Page 2

If you have any questions, please contact me at (203) 954-2958.

Very truly yours,



Eric L. Ellison
Account Manager
SLCU/Law, 6 PB

ELE917/blc

cc: Mary Lou Hutson, Hartford SLG

Roy Corso
Richardson-Cuddy Insurance Agency
8 Park Street - P. O. Box 388
Attleboro, MA 02703



S. Russell Sylva
Commissioner

The Commonwealth of Massachusetts
Executive Office of Environmental Affairs
Department of Environmental Quality Engineering
Division of Solid and Hazardous Waste
One Winter Street, Boston, Mass. 02108

URGENT LEGAL MATTER - PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

March 5, 1987

Request for Information
pursuant to M.G.L. c. 21E
Re: Shpack Dump on Union St.,
Norton, MA and former open
burning dump on Peckham St.,
Attleboro, MA

Swank, Inc.
6 Hazel Street
Attleboro, MA 02703

Attention: President or Chief Operating Officer

To: Swank, Inc.

This letter concerns the existence of radioactive substances, heavy metals and volatile organic compounds (VOCs) in the soils and groundwater in and surrounding the Shpack dump on Union Street in Norton, Massachusetts and a parcel previously used as an open burning dump off Peckham Street in Attleboro, Massachusetts (herein together referred to as the site). This location is a federal Superfund site which is on the National Priority List.

This situation constitutes a release and a continuing threat of release of hazardous materials at and from the site. The prevention and mitigation of such a release and threat of release is governed by M.G.L. c. 21E, the "Massachusetts Oil and Hazardous Material Release, Prevention and Response Act" (hereinafter, M.G.L. c. 21E).

Pursuant to the Department of Environmental Quality Engineering's authority to perform information-gathering activities under M.G.L. c. 21E §§2 and 4, and its authority to

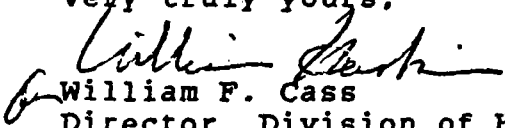
investigate, sample and inspect records, conditions, equipment, practices or property under M.G.L. c. 21E §8, you are directed to provide to the Department, within twenty-one (21) days:

- a detailed description of your company's past practices regarding transport and/or disposal of material containing radioactive substances, heavy metals and VOCs;
- copies of any and all bills of lading, manifests or other documentary evidence of said transport and/or disposal practices;
- any other information relative to the transport to or disposal and/or existence of radioactive materials, heavy metals or VOCs at the site which you may have in your possession or to which you may have access.

Sources for such information include, but are not limited to, business records; past and present company publications such as magazines, newsletters and annual reports; and interviews with present and former employees.

If you have any questions regarding this letter, you may contact Kristin Palace of the Office of General Counsel at 292-5568.

Very truly yours,


William F. Cass
Director, Division of Hazardous
Waste

cc: John Blundo, DEQE, Southeast Regional Office
Richard Cavagnero, U.S. EPA
Helen Waldorf, DEQE, Site Assessment Branch
Kristin Palace, DEQE, Office of General Counsel

SWANK, INC.6 WARE, STREET
P O BOX 837 - ATTLEBORO MASS 01703
617-252-0462OFFICE OF
SOLID AND HAZARDOUS WASTE

April 8, 1987

The Commonwealth of Massachusetts
Executive Office of Environmental Affairs
Department of Environmental Quality Engineering
Division of Solid and Hazardous Waste
One Winter Street, Boston, Mass. 02108

ATT: Mr. William F. Cass
Director, Division of Hazardous Waste

Dear Mr. Cass,

Please refer to your letter dated March 5, 1987 and received by Swank March 20, 1987, regarding the Shpack Dump or open burning dump on Peckham Street.

Swank has no records or knowledge of any materials being disposed of at these locations.

If the Department has any records or other information which reflect the disposal of waste generated by Swank at either of these sites, please provide us with this information as soon as possible, so that we may conduct any further investigation which may be necessary.

All future correspondence with respect to this matter should be directed to the undersign.

Sincerely,

Raymond J. Hill
Raymond J. Hill
Sr. Vice President